## Sales Order

Advertiser Rhode Island Ports Coalition (LA)

Agency M 4 ENTERPRISES, LLC (POLITICAL AGENCY)

Bill To M 4 ENTERPRISES, LLC (POLITICAL AGENCY)

**370 LOVE LANE** 

**EAST GREENWICH, RI 02818** 

Account

**Executive Justin Amaral** 

Contract #

Estimate #

Description Question 5- Port Infrastructure Bonds

Stratus # 55490

Special Cleared approvals to attach agency LMD 10-5-16 Instructions Correcting station revenue types LMD 10-4-16

Contact ED MICCOLIS

New / Revision New

Start Date 10/13/16

End Date 11/08/16

Month Type Broadcast

Billing Cycle End of Flight

Agency Comm. 15.000

Co-op No

Co-op Product

Notarized N

# of Invoices 1

Make Goods Ask AE

Income Type Political: Agency Issue/Non "Use" - 42100

Local Income Type Pol Issue Agency

Competitive Code Political Advt#5449 Agcy#4157

Order Entered 10/04/16

Schedule								
#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M T W T F S S	Total
1		30	10/13/16	6:00AM		2 To 1 (2 To 1 To		592.00
	RI PORTS COALITION	148.00	10/16/16	7:00PM	Υ	4	x x	4 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759455	All Weeks					
2		60	10/13/16	6:00AM				740.00
	RI PORTS COALITION	185.00	10/16/16	7:00PM	Υ	4	X X	4 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759456	All Weeks					
3		30	10/13/16	7:00PM				56.00
	RI PORTS COALITION	28.00	10/16/16	11:59PM	N			2 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759457	All Weeks					
4		60	10/13/16	7:00PM				70.00
	RI PORTS COALITION	35.00	10/16/16	11:59PM	N		1 1 1	2 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759458	All Weeks					
5		30	10/13/16	3:00PM				176.00
	RI PORTS COALITION	88.00	10/16/16	7:00PM	N		1 1	2 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759459	All Weeks					
6		60	10/13/16	3:00PM				220.00
	RI PORTS COALITION	110.00	10/16/16	7:00PM	N			2 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759460	All Weeks					
7		30	10/17/16	6:00AM				592.00
	RI PORTS COALITION	148.00	10/23/16	7:00PM	Υ	4	X X X X X	4 Spots
Politica	al: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759461	All Weeks				hand and the second	
8		60	10/17/16	6:00AM				740.00
	RI PORTS COALITION	185.00	10/23/16	7:00PM	Υ	4	X X X X X	4 Spots

Sponsor # Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M T W T F S S	Total
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759462	All Weeks		A-UA-11-11-11-11-11-11-11-11-11-11-11-11-11			
9	30	10/17/16	7:00PM				56.00
RI PORTS COALITION	28.00	10/23/16	11:59PM	Υ	2	x x x x x x	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759463	All Weeks					
10	60	10/17/16	7:00PM				70.00
RI PORTS COALITION	35.00	10/23/16	11:59PM	Υ	2	X X X X X	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759464	All Weeks					
11	30	10/17/16	3:00PM				176.00
RI PORTS COALITION	88.00	10/23/16	7:00PM	N		1 1	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue	759465	All Weeks				<u></u>	
Agency 12	60	10/17/16	3:00PM				220.00
RI PORTS COALITION	110.00	10/17/16	7:00PM	N			2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue	759466	All Weeks					,
Agency			0.0011				592.00
13 RI PORTS COALITION	30 148.00	10/24/16 10/30/16	6:00AM 7:00PM	Υ	4	XXXXXX	4 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue	759467	All Weeks	7.00FW	τ			4 Ороко
Agency	739407						740.00
14	60	10/24/16	6:00AM	.,			740.00
RI PORTS COALITION	185.00	10/30/16	7:00PM	Υ	4	x x x x x x x	4 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759468	All Weeks					
15	30	10/24/16	7:00PM				56.00
RI PORTS COALITION	28.00	10/30/16	11:59PM	Υ	2	X   X   X   X   X	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759469	All Weeks				,	
16	60	10/24/16	7:00PM				70.00
RI PORTS COALITION	35.00	10/30/16	11:59PM	Υ	2	x x x x x x	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759470	All Weeks					
17	30	10/24/16	3:00PM				176.00
RI PORTS COALITION	88.00	10/30/16	7:00PM	N		1 1	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759471	All Weeks					
18	60	10/24/16	3:00PM				220.00
RI PORTS COALITION	110.00	10/30/16	7:00PM	N		1 1	2 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue	759472	All Weeks					
Agency 19	30	10/31/16	6:00AM				1332.00
RI PORTS COALITION	148.00	11/06/16	7:00PM	Y	9	X X X X X X	9 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue	759473	All Weeks					•
Agency	·····		6.00414				1480.00
20 RI PORTS COALITION	60 185.00	10/31/16 11/06/16	6:00AM 7:00PM	Y	8	x x x x x x	8 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue	759474	All Weeks	7.000	1	U		О Ороко
Agency							440.00
21	30	10/31/16	7:00PM	v.			112.00
RI PORTS COALITION	28.00	11/06/16	11:59PM	Υ	4	x x x x x x	4 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759475 	All Weeks					
22	60	10/31/16	7:00PM				140.00
RI PORTS COALITION	35.00	11/06/16	11:59PM	Υ	4	x x x x x x	4 Spots
Political: Agency Issue/Non "Use" - 42100 / Pol Issue Agency	759476	All Weeks					
23	30	10/31/16	3:00PM				352.00

# Lo	oonsor g Name nue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	Т	W	Т	F	s	S	Tol
RI PORTS (	COALITION	88.00	11/06/16	7:00PM	Y	4			T			X	х	4 S
Political: Agency Issue/Nor Age		759477	All Weeks				L	L	1		.L	I		
24		60	10/31/16	3:00PM				-						44
RI PORTS	COALITION	110.00	11/06/16	7:00PM	Υ	4	Г	Π	Τ	Π	Π	Х	Х	4 S
Political: Agency Issue/Nor Age		759478	All Weeks				L	<b></b>			1			
25		30	11/07/16	6:00AM		-								44
RI PORTS (	COALITION	148.00	11/08/16	7:00PM	N		3	Π	T					3 S
Political: Agency Issue/Non Age		759479	All Weeks				L	<b></b>					·	
26	····	60	11/07/16	6:00AM		***************************************	******							55
RI PORTS (	COALITION	185.00	11/08/16	7:00PM	N		3	Π	Π	Τ	T			3 S
Political: Agency Issue/Non Age		759480	All Weeks				L	L	.J	<u>.L</u>	.L	<u> </u>		
27	· · · · · · · · · · · · · · · · · · ·	30	11/07/16	7:00PM										5
RI PORTS (	COALITION	28.00	11/08/16	11:59PM	N		2			Ī	Γ			2 S
Political: Agency Issue/Non Age		759481	All Weeks				I	l	.J		.L			
28		60	11/07/16	7:00PM		<del></del>								7
RI PORTS (	COALITION	35.00	11/08/16	11:59PM	N		2	<u> </u>	T					2 S
Political: Agency Issue/Non Age		759482	All Weeks				L	<b>L</b>	.L	<u> </u>	<u> </u>	نــــــل	1	
Oct 16 = 5562.00 / 4727.70	Nov 16 = 4981.00 / 42	33,85 Dec	16 = 0.00 / 0.00	Jan	17 = 0.00 / 0.00	)		Feb 17	' = 0.00	0.00			Mar 17	= 0.00 / 0.00
Apr 17 = 0.00 / 0.00	May 17 = 0.00 / 0.00	Jun	17 = 0.00 / 0.00	Jul '	17 = 0.00 / 0.00		,	Aug 17	r = 0.00	0.00			Sep 17	= 0.00 / 0.00
	Nov 16 = 4981.00 / 42 May 17 = 0.00 / 0.00		17 = 0.00 / 0.00	Jul '		······		Aug 17		0.00				
	Client Accept	ance:							Dat	e:				
	Account Exec	utive: 1	0/5/2016 10	D:11:39 AN	/ by Lisa	DIAN	IGE	LO						<del></del>
9-1					-									
Sa	les / Market Mar	ager: 1	0/5/2016 10	U:47:46 AN	n by Betr	UIICI	niK							

Business Manager: 10/5/2016 12:13:10 PM by Robert Murphy

Traffic Manager: 10/5/2016 5:57:08 PM by Lisa DIANGELO

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

V 5.2

- For purposes of this agreement:
  (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as tal Station shall refer to fault stations writed and operated by Cultilities bloadcasting ELC antiful Cultilities with a Partier's ELC, the increase(s), which will bloadcast the amount entering provided for hereunder.

  (b) "Advertiser' shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.

  (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.

  (d) "Advertiser/Agency" shall mean "Advertiser' if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

### 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

(a) Station will invoice Advertiser/Agency not less than monthly.

(b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
(c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or

certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.

(d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum

amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

### 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

(a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has

(b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

### 8. COMMERCIAL MATERIALS: INDEMNIFICATION

(a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or anouncement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest

continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station, injurious or prejudicial to the public's interest the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.

(b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including
- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.

  (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.

  (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.

  (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the country or parish where the Station's main studio is located.

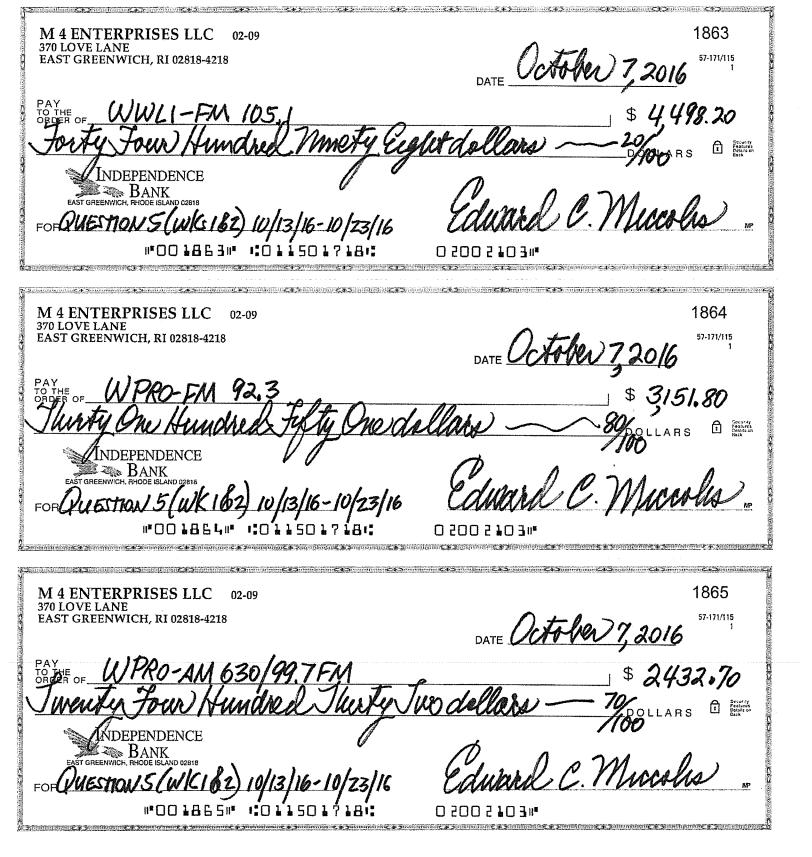
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.

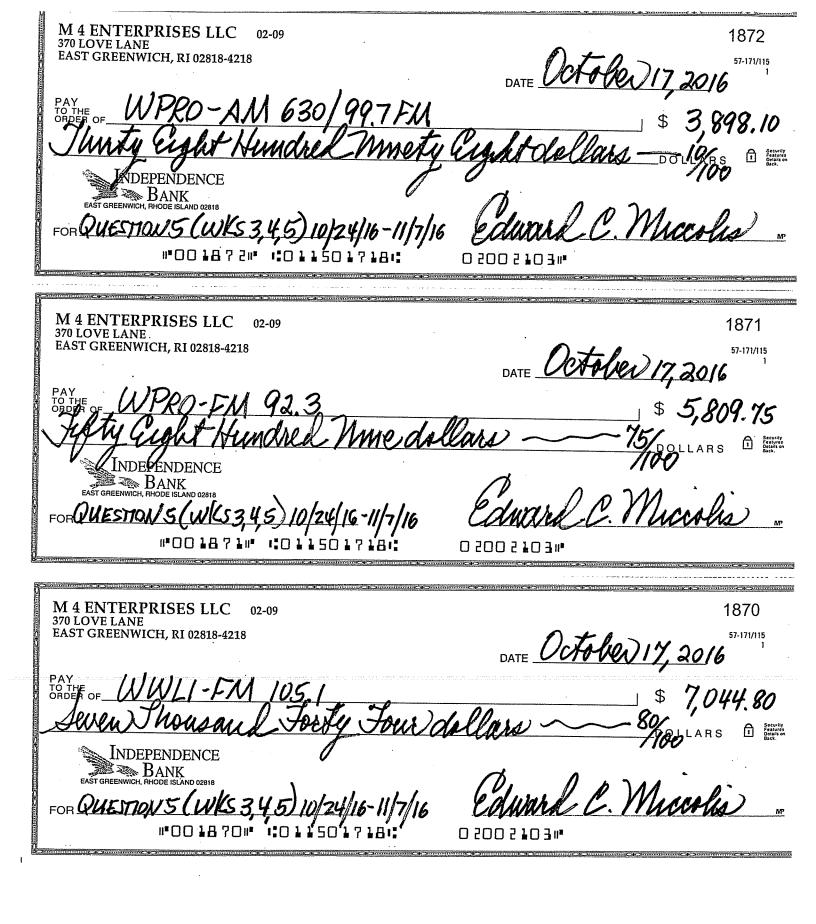
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.

  (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.

  (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry. STANDARD TERMS AND CONDITIONS

5/3/2011





## AGREEMENT FORM FOR **NON-CANDIDATE/ISSUE ADVERTISEMENTS**

Station and Location:	PRO-FM 92.3	Date:
WWL1-FM 105,1	PANLIA -HOE DT	9/15/16
WARD-AM 630/99.7 FM	PROVIDENCE, RI	שוןפוןף

# I, EDWARD C. MICCOLIS M 4 ENTERPRISES LLC do hereby request station time concerning the following issue:

## QUESTIONS - PORT INFRASTRUCTURE BONDS

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	AS	Schedu	ILED		

This broadcast time will be used by: RHODE ISLAND PORTS COALITION

# THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT "COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE." FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?" ☐ Yes ☐ No
For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):
I represent that the payment for the above described broadcast time has been furnished by (name and address):
and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").
List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

# THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL IMPORTANCE"

I represent that the payment for the above described broadcast time has been furnished by (name and address):

RHODE ISLAND FORTS COALITION PD. BOX 5756 1284 BROAD STREET PROVIDENCE, RI 02903

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

GAVIN BLACK - PRESIDENT TUSTIN MIRANDA - SECRETARY KEVIN BARRY - TREASURER

### TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

liability, including reason above-requested advertise also agrees to prepare	ndemnify and hold harmless the station able attorney's fees, that may ensue fro sement(s). For the above-stated broa a script, transcript, or tape, which will before the time of the scheduled in	m the broadcast of the dcast(s), the sponsor li be delivered to the
TO BE SIG	NED BY ISSUE ADVERTISER (S	PONSOR) 401.484.806
Date	Signature	Contact Phone Number
TO BE	SIGNED BY STATION REPRESENTA	ATIVE
☐ Accepted	☐ Accepted in Part	☐ Rejected
Signature	Printed Name	Title